

BEFORE THE ARIZONA VETERINARY MEDICAL EXAMINING BOARD

IN THE MATTER OF:) CASE No.: 22-23
)
TARA-LYNN TEMPLE, DVM) CONSENT AGREEMENT
) FINDINGS OF FACT
HOLDER OF LICENSE No. 4382) CONCLUSIONS OF LAW
FOR THE PRACTICE OF VETERINARY) AND ORDER
MEDICINE IN THE STATE OF ARIZONA,)
)
RESPONDENT.)
)

In the interest of a prompt and judicious settlement of the above captioned matter before the Arizona State Veterinary Medical Examining Board ("Board") and consistent with the public interest, statutory requirements and responsibilities of the Board, and pursuant to A.R.S. §32-2201 *et. seq.* and A.R.S. § 41-1092.07 (F)(5), the undersigned party, Tara-Lynn Temple, DVM ("Respondent"), holder of license No. 4382 for the practice of veterinary medicine in Arizona and the Board enter into this Consent Agreement, Findings of Fact, Conclusion of Law and Order ("Consent Agreement") as final disposition of this matter.

CONSENT AGREEMENT

Respondent understands and agrees that:

1. The Board has jurisdiction over Respondent and the subject matter pursuant to A.R.S. §32-2201, *et. seq.*

2. Respondent has the right to consult with an attorney prior to entering into this Consent Agreement. Respondent has a right to a public hearing concerning this case. She further acknowledges that at such hearing she could present

1 evidence and cross-examine witnesses. Respondent irrevocably waives her right
2 to such a hearing.

3 3. Respondent irrevocably waives any right to rehearing or review or to any
4 judicial review or any other appeal of these matters.

5 4. The Consent Agreement, once approved by the Board and signed by the
6 Respondent, shall constitute a public record, which may be disseminated as a
7 formal action of the Board. Sufficient evidence exists for the Board to make the
8 Findings of Fact and Conclusions of Law set forth in the Consent Agreement.

9 5. Respondent acknowledges and understands that this Consent Agreement
10 will not become effective until the Board approves it and it is signed by the
11 Board's Executive Director. Respondent acknowledges and agrees that upon
12 signing and returning this Consent Agreement to the Board's Executive Director,
13 Respondent may not revoke her acceptance of the Consent Agreement or
14 make any modifications to the document, regardless of whether the Consent
15 Agreement has been issued by the Executive Director.

16 6. If any part of the Consent Agreement is later declared void or otherwise
17 unenforceable, the remainder of the Order in its entirety shall remain in force and
18 effect.

19 7. Respondent acknowledges that any violation of this Consent Agreement
20 constitutes unprofessional conduct pursuant to A.R.S. § 32-2232 and may result in
21 disciplinary action pursuant to A.R.S. § 32-2234.

22 8. This Consent Agreement and Order is effective on the date signed by the
23 Board.
24
25

1
2 DATED this 21 day of April 2022.

3
4 
5 Tara-Lynn Temple, DVM

6 **FINDINGS OF FACT**

7 1. The Board is the duly constituted authority for the regulation and control of
8 the practice of veterinary medicine in the State of Arizona.

9 2. Respondent holds license No. 4382 for the practice of veterinary medicine
10 in the State of Arizona.

11 3. On June 14, 2021, "Artemis," a 7-year-old female Boston Terrier was
12 presented to Respondent for evaluation of left rear leg lameness. Complainant
13 reported that the dog fell off the couch one month prior and had just recently
14 been putting weight on the leg again. Upon exam, the dog had a weight =
15 33.5 pounds, a temperature = 100.2, a heart rate = 150bpm and a respiration
16 rate = 50rpm. Respondent noted the dog had grade 2 periodontal disease with
17 gingivitis and tartar present; the dog was overweight, approaching obesity;
18 and had a positive drawer sign in the left stifle which is likely due to a ruptured
19 cranial cruciate ligament.

20 4. Sedated radiographs were recommended and approved. The dog was
21 administered dexdomitor and butorphanol IV; radiographs were performed of
22 the dog's stifles and pelvis; and Respondent further evaluated the cranial
23 drawer. The dog was reversed with antisedan IM. The dog recovered
24 uneventfully, the dog was vaccinated for distemper parvo and rabies, and was
25 discharged later that day with Deracoxib 25mg. Complainant was also

22-23, Tara-Lynn Temple, DVM

1 with an estimate for an RCL (ruptured cruciate ligament) surgery, extracapsular,
2 and it was recommended to keep the dog quiet.

3 5. On July 16, 2021, the dog was presented to Respondent to have the
4 ruptured left cranial cruciate ligament repaired. According to Complainant,
5 approximately 4 – 5 hours later he received a call from Respondent advising that
6 she had attempted to perform surgery on the wrong leg. Staff read the
7 paperwork and thought that RCL meant right leg as opposed to ruptured
8 cruciate ligament. Respondent refunded Complainant's money.

9 6. According to Respondent, the dog presented for surgery and was labeled
10 RCL surgery. Pre-surgical blood work was performed and Respondent examined
11 the dog. She authorized pre-anesthetic sedation and supervised the anesthesia
12 induction prior to being called away to attend to other issues. The dog was
13 prepped by senior technical staff members which is the premises' standard
14 practice.

15 7. Upon arthrotomy of the right stifle joint, Respondent immediately identified
16 that the cranial cruciate ligament was intact. She directed technical staff to
17 check the medical record which confirmed that the ruptured cruciate ligament
18 was on the left side. The surgical site was closed and the dog recovered
19 uneventfully.

20 8. Respondent stated that she immediately contacted Complainant to inform
21 him of what had occurred and accepted full responsibility. Complainant was
22 upset and Respondent assured him that they would make every effort to
23 manage the dog's post-operative pain; they wanted to make things right.

1 9. Respondent had multiple conversations with Complainant and treated the
2 dog as needed throughout the healing process. Respondent also offered to
3 arrange surgery through one of their ambulatory surgeon partners.

4 10. Respondent stated that a staff meeting was held to understand how the
5 mistake had occurred and how they could improve to prevent this type of
6 situation from happening again.

7 8 **CONCLUSIONS OF LAW**

9 11. The Findings of Fact constitutes a violation of **A.R.S. § 32-2232 (12)** as it
10 relates to **A.A.C. R3-11-501(1)** failure to meet Professional Acceptable
11 Procedures for operating on the wrong leg.

12 13 **ORDER**

14 1. Based upon the foregoing Findings of Fact and Conclusions of Law it is
15 **ORDERED** that Respondent's License, No. 4382 be issued a **Decree of Censure**.

16 2. Respondent shall obey all federal, state and local laws/rules governing the
17 practice of veterinary medicine in this state.

18 3. Respondent shall bear all costs of complying with this Consent Agreement.

19 4. This Consent Agreement is conclusive evidence of the matters described
20 and may be considered by the Board in determining an appropriate sanction in
21 the event a subsequent violation occurs. In the event Respondent violates any
22 term of this Consent Agreement, the Board may, after opportunity for Informal
23 Interview or Formal Hearing, take any other appropriate disciplinary action
24 authorized by law, including suspension or revocation of Respondent's license.

1 ISSUED THIS 2nd DAY OF May, 2022.
2 FOR THE BOARD:

3 ARIZONA STATE VETERINARY MEDICAL EXAMINING BOARD

4 Jim Loughhead, Chairperson

5 By 
6 Victoria Whitmore, Executive Director

7
8 Original of the foregoing filed
9 This 2nd day of May, 2022 with:


10 Arizona State Veterinary Medical Examining Board
11 1740 W. Adams St, Ste. 4600
12 Phoenix, Arizona 85007

13 Copy of the foregoing mailed by Certified, return receipt mail
14 This 2nd day of May, 2022 to:

15 Tara-Lynn Temple, DVM
16 Address on file
17 Respondent

18 Copy of the foregoing sent by regular mail
19 this 2nd day of May, 2022 to:

20 David Stoll, Esq.
21 Beaugureau, Hancock, Stoll and Schwartz, P.C.
22 302 East Coronado Road
23 Phoenix, Arizona 85004

24 By: 
25 Board Staff